JD–23–03
Chicago, Illinois

**UNITED STATES OF AMERICA**
**BEFORE THE NATIONAL LABOR RELATIONS BOARD**
**DIVISION OF JUDGES**

**CHICAGO FUTURE, INCORPORATED**

**Case No. 13-CA-40392**
**and 13-RC-20795**

**INTERNATIONAL BROTHERHOOD OF TEAMSTERS LOCAL UNION NO. 727 AFL-CIO**

***Daniel W. Murphy, Esq.*** **of Chicago, IL, for the General Counsel.**
***J. Kevin Hennessy, Esq.,*** **of Chicago, IL, for Respondent.**
***Sherrie E. Voyles, Esq.,*** **of Chicago, IL, filed a brief for the Union.**

## DECISION

### Statement of the Case

**Robert A. Giannasi, Administrative Law Judge. This consolidated case was tried in Chicago, Illinois on December 10, 2002. The complaint in the unfair labor practice case alleges that Respondent violated Section 8(a)(1) of the Act by threatening employees with termination and more onerous working conditions and by interrogating employees about their union sympathies and support. Respondent filed an answer denying the essential allegations in the complaint. The unfair labor practice case is consolidated with a representation case, in which a Board election was conducted among the Respondent's employees. The election resulted in 3 votes for the Charging Party Union (hereafter the Union), 2 votes against and 1 challenged ballot, which is determinative. The Union filed objections to the election, which essentially track the complaint allegations in the unfair labor practice case. It also challenged the ballot of Alfredo Batungbakal on the ground that he was not an eligible voter. The Respondent takes the position that Batungbakal was entitled to vote and that the objections should be overruled. The parties filed post-hearing briefs, which I have read and considered.**

**Based on the entire record, including the testimony of the witnesses and my observation of their demeanor, I make the following**

## Findings of Fact

### I. Jurisdiction

**Respondent, an Illinois corporation, with an office and place of business in Chicago, Illinois, is engaged in the business of commercial and residential real estate development. In a representative one-year period, Respondent derived gross revenues in excess of $500,000 and purchased and received at its Chicago facility goods valued in excess of $50,000 from points outside of Illinois. Accordingly, I find, as Respondent admits, that it is an employer engaged in commerce within the meaning of Section 2(2), (6), and (7) of the Act.**

**The Union is a labor organization within the meaning of Section 2(5) of the Act.**

### II. Facts and Analysis

#### A. Background

**Since May 1998, Respondent has owned and operated commercial space and a parking garage located at 233 East Erie, a high-rise building in Chicago. The parking garage occupies the two lower levels of the building. The Respondent employs 5 or 6 parking garage attendants, who spend most of their time parking and retrieving cars for customers. They are directly supervised by Wilson Youkhann, who in turn reports to Pantelis Kotsiopoulos, Respondent's president, and Paul Thomas, Kotsiopoulos' son and Respondent's Operational Manager.**

**On June 24, 2002, the Union filed an election petition with the Board's Chicago regional office seeking to represent Respondent's parking garage attendants at the Erie Street building. Pursuant to a stipulated election agreement, the election was conducted at Respondent's Erie Street facility on August 2, 2002. As indicated, 3 votes were cast for the Union and 2 against the Union, with one determinative challenged ballot.**

**Prior to the election, both the Union and Respondent conducted intensive campaigns to secure employee support.**

#### B. The Threat by Supervisor Youkhann

**In the early afternoon of August 1, 2002, the day before the election, Supervisor Wilson Youkhann had a confrontation with employees Victor Hinojosa and Eduardo Farrera. Each of the employees had spoken by telephone to the wife of employee Alfredo Batungbakal about the latter's return to work and his position on the union election. She later called the garage and spoke to**

**Youkhann. According to Youkhann, she told him that Ferrara, at least, was soliciting her husband to vote for the Union in the election (Tr. 126). As a result of his conversation with her, Youkhann spoke to Ferrara, in the presence, also, of Hinojosa. He told Ferrara to stop bothering Batungbakal's wife about the Union. He went on to tell Ferrara not to similarly solicit Hinojosa, who replied that he was supporting the Union on his own (Tr. 34). Youkhann then stated that if Hinojosa and Ferrara voted the next day they would not have a job or their jobs would be made more difficult (Tr. 34). [1]**

**Based on my findings set forth above, I find that Respondent, through its supervisor, Wilson Youkhann, threatened employees with reprisal for supporting the Union, in violation of Section 8(a)(1) of the Act. This conduct also interfered with the fairness of the Board's election scheduled for the next day. Accordingly, the Union's objection based on such conduct is sustained, requiring that the election be set aside.**

**C. The Interrogations of and Threats Made to Employee Hinojosa.**

**On a pay day sometime in July, after Hinojosa signed a union authorization card, his supervisor Youhkann asked him to report to President Kotsiopoulos, who was in an office on the Seventh Floor of the building and who would give him**

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**[1] The above is based primarily on the testimony of Hinojosa and Ferrara, who impressed me as candid and honest witnesses. Their testimony was sometimes disjointed because they testified haltingly in English, which was not their first language, but their testimony was clear and unflinching—and it had the ring of truth. They were still employed when they testified against their employer's interest, which further enhances their credibility. Although their testimony did not match in all respects—their description of the threat was somewhat different—the essence of their testimony was mutually corroborative. That their testimony was not completely identical shows that it was not rehearsed. The substance of their testimony was also supported by their pre-trial affidavits. Contrary to Respondent's position, any inconsistencies between their affidavits and their testimony are not sufficient to wholly reject their testimony. For example, Respondent points out that the affidavits stated that the threat was conditional on their voting for the Union, as opposed to simply voting, as they testified. That distinction is not compelling since their testimony diminished rather than enhanced the threat as reported in their affidavits. Moreover, Youkhann obviously knew that they supported the Union so that threatening them for voting was tantamount to threatening them for voting for the Union. The threat, however it was phrased, thus had a reasonable tendency to preclude them from voting for the Union.**

**I do not credit Youkhann's denial that he made any threat. He did concede that he told Ferrara to stop bothering Batungbakal's wife about the Union (Tr. 135), thus corroborating the employees concerning the context of the confrontation. In the circumstances, I find it likely that Youkhann followed up by making a more focused statement that constituted a threat, as Hinojosa and Farrera testified. Youkhann was not as candid as the two employee witnesses and he exhibited a lack of recall of the details of the confrontation, not even remembering whether Hinojosa was present. Nor was his version supported by a prior statement, as was the version of the two employees.**

**his pay check. This was unusual because Youkhann usually distributed the checks and employees were rarely called to the president's office. Hinojosa met with President Kotsiopoulos with only the two of them present. Kotsiopoulos asked if Hinojosa was aware of the Union campaign. Hinojosa replied that he was not aware of it. Kotsiopoulos then discussed his opposition to the Union, referring to some of Respondent's anti-union campaign material. Kotsiopoulos then asked Hinojosa to consider not joining the Union, also mentioning some improvements he was thinking of implementing. Hinojosa replied that he wanted better benefits.[2]**

**On the day before the election, after his confrontation with Youkhann, discussed above, Hinojosa was again summoned to meet with President Kotsiopoulos, this time in an empty office on the Third Floor (Tr. 35). On this occasion, Kotsiopoulos started talking about the Union and asked if Hinojosa was going to be with him or against him in the election. Before Hinojosa could answer, Paul Thomas, who was nearby outside the door to the office, made a comment to the effect that if Hinojosa voted for the Union, "this is going to be the worst place to work . . . for you (Tr. 36)." Kotsiopoulos told Thomas to leave and he continued talking to Hinojosa and asking him if he would vote against the Union. Hinojosa declined to answer the question although he remained in the office to listen to Kotsiopoulos' attempts to get him to vote against the Union. In answer to a question as to the length of the meeting, Hinojosa testified as follows: "For me it was like an eternity (Tr. 37)."[3]**

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**[2] The above is based on the reliable testimony of Hinojosa, whom I credited concerning another contested incident in this case. Kotsiopoulos admitted having a conversation with Hinojosa about the Union on this occasion and he did not specifically deny interrogating Hinojosa. He simply described it as a general discussion in which he emphasized the importance of voting (Tr. 145-146). He also could not recall saying anything specific to Hinojosa about improvements, but conceded that he could have discussed improvements with employees at this time (Tr. 146-147). This tends to confirm Hinojosa's account. Hinojosa's testimony was more detailed than that of Kotsiopoulos and he exhibited a greater recall of the conversation. Hinojosa also seemed more forthcoming than Kotsiopoulos. I therefore credit Hinojosa's account as set forth above.**

**[3] The above is based on Hinojosa's testimony. I credit his account based on his reliable testimony on other issues in this case, including the meeting between him and Kotsiopoulos in July. Here again, Kotsiopoulos conceded that he had such a meeting with Hinojosa, asking him to vote against the Union. His testimony on this issue lacked the specific detail that characterized Hinojosa's testimony. I also thought Kotsiopoulos was less than candid on direct in failing to acknowledge that Thomas was present at least at the beginning of the meeting with Hinojosa. Moreover, Kotsiopoulos' testimony that Hinojosa confronted him and asked what Kotsiopoulos could promise Hinojosa for his vote (see Tr. 144) sounded implausible. Kotsiopoulos had, after all, summoned Hinojosa and was trying to get him to support Respondent's position. In short, I found Hinojosa's account of this incident more reliable than Kotsiopoulos' account.**

**Although he conceded he saw Hinojosa in the area of the meeting on the afternoon of August 1, 2002 (Tr. 99-100, 112-113), Thomas denied making the statement attributed to him by Hinojosa. I reject Thomas' testimony. I found him a much less convincing**

Continued

**Based on my credibility determinations as set forth above, I find that Respondent, through the actions and statements of President Kotsiopoulos and Operational Manager Thomas, coercively interrogated Hinojosa and threatened him with more onerous working conditions for supporting the Union. On both occasions, Hinojosa was summoned from his duty station to meet with Kotsiopoulos and was forced to respond to lengthy inquiries and entreaties meant to convince him to reject the Union. There were no apparent assurances against reprisal. And the discussions took place in a coercive atmosphere with threats and promises coming from Respondent's highest ranking officials, in private meetings that represented the locus of authority. Hinojosa's evasive responses confirm the coercive impact of the attempts to elicit information. Such conduct was thus violative of Section 8(a)(1) of the Act and unlawfully interfered with the fairness of the election that took place the next day. Not only does the conduct require remedial action, but it requires that the Union's objection, which is based on that conduct, be sustained.**

**D. The Challenge to Batungbakal's Ballot**

**The Union challenged the ballot of Alfredo Batungbakal on the grounds that he was not employed on the agreed-upon eligibility date, the payroll period ending on June 23, 2002, and had been detained by the Immigration and Naturalization Service from sometime in March 2002 until he was released two days before the election. The evidence at the trial revealed that Batungbakal was employed as a garage attendant with Respondent and Respondent's predecessor for about 6 years. After he was detained in March 2002 and for the entire period of his detention, he remained on the Respondent's payroll. Respondent treated him as an employee on leave of absence, paying his health insurance premiums throughout the period of his detention. Both Batungbakal and the Respondent expected him to return to work after his detention and Respondent hired a temporary employee to replace him. During the leave of absence, Batungbakal and his wife kept in touch with Respondent's top officials, who assured him that he would still have his job when he was released. After Batungbakal was released on bond, he reported for work on the night of August 1 and he worked on the day of the election, August 2. He remained employed by Respondent until the date of the trial.**

**I have uncovered no Board cases specifically dealing with the voting eligibility of employees not working and incarcerated or detained on the voting eligibility date; and none have been cited to me. There are, however, cases involving similar eligibility issues that offer some guidance. An employee on medical leave of absence on either the voting eligibility date or on the date of the election, or on both dates is presumed to continue on employee status, unless it**

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**witness than Hinojosa. I sensed, in his mostly glib responses to questions, that he was trying to support his father's litigation position rather than testifying accurately and with candor.**

**is shown that the employee has resigned or been terminated. See *Community Action Commission of Fayette County, Inc*., 338 NLRB No. 79 (November 22, 2002) (Slip op. pp. 2-3); *Red Arrow Freight Lines, Inc.,* 278 NLRB 965 (1986). Laid off employees remain eligible to vote if, on the eligibility date, they have a reasonable expectation of continued employment. See *Red Arrow, supra,* at fn. 5; *Thorn Americas, Inc.,* 314 NLRB 943 (1994). Indeed, it appears that the reasonable expectation of continued employment standard is applied to determine eligibility for employees on approved leaves of absence for other reasons. See *Sid Eland, Inc.,* 261 NLRB 11 (1982) (no reasonable expectation of continued employment where purpose of leave of absence was unspecified and employee's connection with employer was tenuous).**

**Applying these principles to the instant case, I find that, on the voter eligibility date, Batungbakal had a reasonable expectation of continued employment, and, indeed, on the election date, he was actually employed. Under the *Red Arrow* test, he was thus presumptively eligible to vote and the Union has not rebutted that presumption by showing he resigned or was terminated. Batungbakal was also eligible under the reasonable expectation test. The Union suggests that Batungbakal had no reasonable expectation of returning to work as of the eligibility date, but cites no record evidence to support that suggestion, relying simply on the assertion that the detention was of an indeterminate term. I disagree. The evidence shows that Respondent granted Batungbakal a leave of absence at a time prior to the filing of the election petition and that he was expected to return to work. That he was retained on the payroll with his health insurance coverage intact and that he actually returned and worked on the day of the election effectively trumps the Union's contention. Indeed, my finding that Batungbakal had a reasonable expectation of continued employment is enhanced because he was a relatively long-term employee before he was detained and he remained employed after the election until the date of the trial. Nor was the leave of absence so lengthy as to compel a finding that he had no reasonable expectation of a return to work. See *J.P. Stevens & Co., Inc.,* 247 NLRB 420, 482-483 (1980).[4]**

**The Union also contends that a $5,000 loan—as yet unrepaid—to Batungbakal, used to obtain his release from detention shortly before the**

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**[4] Batungbakal's arguably questionable immigration status does not make him an ineligible voter. The record does not reveal the specific nature of Batungbakal's immigration problem or the ultimate resolution of his case, which apparently is still pending. In *Hoffman Plastics Compounds, Inc. v. NLRB,* 122 S. Ct. 1275 (March 27, 2002), the Supreme Court, in a divided opinion, held that undocumented aliens are not entitled to backpay in Board proceedings. The Court, however, affirmed that they remain employees within the meaning of the Act. Nor did the Court disturb the generally accepted Board rule that undocumented aliens who otherwise satisfy the definition of employee are entitled to vote in a Board election. See *County Window Cleaning Co.,* 328 NLRB 190 fn. 2, 199 (1999) and cases there cited.**

**election, illustrates that he has a special status with the Respondent. According to the Union, this establishes he has a community of interest with his employer rather than with his fellow employees, thus rendering him ineligible to vote.**

**The relevant evidence on this issue is as follows: Batungbakal was released from detention on a $2,500 bond by order of an immigration judge on July 31, 2002. He reported for work the next day and voted in the Board election. According to Batungbakal, whose testimony was difficult to understand, and Operational Manager Thomas, Batungbakal's release from detention was obtained through an attorney who was referred to Batungbakal by Respondent. It is uncontested that Respondent paid $5,000 in connection with Batungbakal's release, although it is unclear whether that amount was only for the lawyer or whether some of it (or an additional amount) went to pay for the bond. But Thomas testified that Respondent wrote the attorney a $5,000 check, thus paying the attorney directly (Tr. 116-117). Thomas further testified that Respondent treated the $5,000 as a loan (Tr. 114, 116). But there is no written agreement memorializing the loan and no further explanation of its terms, such as a payment schedule, due date or interest. As of the date of the trial, nothing had been repaid on the loan (Tr. 114, 116-117). Respondent apparently loaned Batungbakal money for an attorney in an earlier immigration matter; but, except for testimony from both Thomas and Batungbakal that the loan was repaid, the record contains no details of this earlier loan, also apparently undocumented, its amount, terms or repayment schedule. The record contains no further testimony about specific loans to other employees, although Thomas testified generally that Respondent makes personal loans to employees for cars and other purposes (Tr. 104). He also testified that Respondent made a gift to another garage attendant named Perfecto, who is no longer employed, for a down payment on a house (Tr. 104). Thomas testified: "Perfecto's (sic) left the company but we still assured him that we would give him $5,000. And he came through and he owns his home today. We gave him $5,000 towards that home (Tr. 104)." Thomas also testified that a similar offer was made to employee Farrera, but he has not purchased a home so he has not availed himself of the offer (Tr. 104, 117-118). In response to my question as to how the gift was treated on Respondent's books, Thomas expressed uncertainty, although he firmly stated that the Batungbakal loan was carried on Respondent's books as a loan (Tr. 117-118). No testimonial or documentary corroboration was offered to support Thomas' testimony about gifts or loans to employees, either as a matter of general policy or of specific application to particular employees. And no details were provided about the gifts or loans. The record also contains a letter written to Thomas and apparently his wife by Batungbakal dated July 29, 2002, just two days before his release from detention. In the handwritten letter, addressed to "Paul and Tricia" and signed "Alfredo", Batungbakal stated, in part:**

> **[T]hank you very much to all concern (sic) and trust that you givin (sic) me and to my family. Thank you very much for everything that I'll never forget until the rest of my life. Thank you for being my employer. I'll never forget it. I'll do my best in your garage and something else. Because you treated me as your family, I'll do it same (R. Ex. 7).**

**In its brief, the Union discusses the evidence set forth above and asserts that the relationship between Batungbakal and the owners of Respondent goes "beyond the normal bounds of employer-employee and more closely resembles that of a family relationship (U. Br. p. 7)." Respondent's brief does not discuss this aspect of the case, stating only that Respondent loaned Batungbakal $5,000 "as an accommodation consistent with prior Company practices", referring to Thomas' testimony discussed above. (R. Br. p. 5).**

**The circumstances of Respondent's loan to Batungbakal are more than faintly odiferous. The unrepaid loan has the appearance of a quasi-bribe to get him out of detention to vote for Respondent. Thomas' testimony that other employees were treated similarly is not adequately supported and provides an insufficient basis upon which to make meaningful findings of fact. But the Union does not contend that the circumstances of the loan require that the election be set aside. No objection was filed on those grounds. As indicated above, the Union filed objections alleging that certain unfair labor practices interfered with the election; I agreed with the Union's position. In its brief, however, the Union essentially argues that the unrepaid loan creates a special relationship with Thomas, which is the equivalent of a family relationship, and that the very existence of the loan accords Batungbakal the special status that Board cases recognize as excluding such employees from election units.**

**The applicable principles are those derived from cases involving the unit placement of relatives of owners, managers or supervisors of an employer. It is settled law that relatives of an employer's owner or management may be employees and nonetheless excluded from an election unit if they enjoy a special status because of that relationship or if their special status aligns their interests more closely with management than with unit employees. *M.C. Decorating, Inc.,* 306 NLRB 816, 817 (1992), citing *NLRB v. Action Automotive*, 469 U.S. 490 (1985). See also *Alois Box Co., Inc.,* 326 NLRB 1177, 1182-1183 (1998) (brother of plant manager treated differently than other employees regarding absences and scheduling); *Allen Services Co.*, 314 NLRB 1060, 1062 (1994) (wife of supervisor does not have working conditions or special job-related privileges different from other employees); *North Atlantic Medical Services*, 329 NLRB 85, 98-99 (1999) (three relatives of top officials, some financially dependent on those officials, with special job-related privileges and different working conditions excluded from unit).**

**Despite having some elements of an otherwise appealing argument, the Union's position has two problems. In neither of the cases cited by the Union in its brief, and in none that I was able to uncover, has the Board used the special status doctrine to exclude non-relatives from an election unit. In one of the two cases cited by the Union on this point, *Mitchiyoshi Uyeda*, 164 NLRB 700 (1967), the ineligible employees were brothers of the owner; in the other, *Debne Press, Inc.,* 165 NLRB 857, 858 (1967), the ineligible employee had an unspecified "relationship" with a part-owner that was reflected in different hours, pay and working conditions than other employees. The Union argues that Batungbakal's**

**smarmy letter to Thomas on the eve of his release from detention and his reference to being part of Thomas' "family" demonstrate that his relationship is the equivalent of an ordinary family relationship. In my view, that would require an extension of the special status doctrine. As an administrative law judge, however, I cannot extend the doctrine; this is a matter of policy for the Board to decide.**

**The second problem with the Union's position is that the circumstances of Batungbakal's loan and its as yet non-repayment are not the typical factors that have, in the past, amounted to special status. In all of the cases I have read, the special status has been reflected in different hours, pay or working conditions—job-related matters of a continuing nature. Here, although the terms of the loan appear to be generous and unusual, as far as the record shows, Batungbakal's basic working conditions are not any different than those of other employees. It could be inferred that, in making the loan, Respondent was merely effectuating the release of a valued employee, who understandably appreciated the Respondent's help. Absent some additional job-related benefits or perquisites that are continuing in nature, I cannot conclude that Batungbakal lacks a community of interest with his fellow employees. So far as the record shows, he parks and retrieves cars just like other employees and is not favored in any other way with regard to hours, pay or working conditions. His unrepaid loan is not enough, in my view, to give him the special status the Board requires before excluding an employee from the election unit. See *Beyerl Chevrolet, Inc*., 199 NLRB 120, 122-123 (1972) (elderly former supervisor recalled as a senior advisor with reduced hours shared a community of interest with other employees; his former supervisory status and employer's loan to him of a company car for personal use does not justify exclusion from the unit).**

**In these circumstances, I find that the Union has not shown that Batungbakal was an ineligible voter and its challenge to his ballot is overruled. The Regional Director is thus directed to open and count his ballot.[5]**

## Conclusions of Law

**1. By coercively interrogating employees and threatening loss of jobs and more onerous working conditions for engaging in protected and union activities, Respondent has violated Section 8(a)(1) of the Act.**

**2. The above violations are unfair labor practices within the meaning of the**

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**[5] If the Union fails to win a majority, my ruling, discussed earlier in this decision, that the election was unfair and must be rerun would stand. Batungbakal's eligibility in any new election would depend on the outcome of his immigration case. If he is deported, he will obviously not be an eligible voter. If he is not and remains employed, he will be entitled to vote. In that case, the Union is free to request exclusion of Batungbakal on traditional community of interest principles based on circumstances existing at the time of the new election.**

**Act.**

**3. By committing the violations set forth above, Respondent interfered with the election of August 2, 2002, thus requiring the election to be set aside.**

**4. The challenge to the ballot of Alfredo Batungbakal is overruled.**

**On these findings of fact and conclusions of law, and on the entire record, I issue the following recommended[6]**

## ORDER

**The Respondent, Chicago Future, Incorporated, its officers, agents, successors, and assigns, shall**

**1. Cease and desist from:**

**(a) Coercively interrogating employees concerning their own and other employees' union activities.**

**(b) Threatening employees with the loss of their jobs or more onerous working conditions if they engage in union or protected concerted activities.**

**(c) In any like or related manner, interfering with, restraining, or coercing employees in the exercise of the rights guaranteed them by Section 7 of the Act.**

**2. Take the following affirmative action necessary to effectuate the policies of the Act:**

**(a) Within 14 days after service by the Region, post at its East Erie facility in Chicago, Illinois copies of the attached notice marked "Appendix."[7] Copies of the notice written in both English and Spanish, on forms provided by the Regional Director for Region 13, after being signed by the Respondent's authorized representative, shall be posted by the Respondent immediately upon receipt and maintained for 60 consecutive days in conspicuous places, including all places where notices to employees are customarily posted. Reasonable steps shall be taken by the Respondent to ensure that the notices are not altered,**

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**[6] If no exceptions are filed as provided by Sec. 102.46 of the Board's Rules and Regulations, the findings, conclusions, and recommended Order shall, as provided in Sec. 102.48 of the Rules, be adopted by the Board and all objections to them shall be deemed waived for all purposes.**

**[7] If this Order is enforced by a Judgment of the United States Court of Appeals, the words in the notice reading "POSTED BY ORDER OF THE NATIONAL LABOR RELATIONS BOARD" shall read "POSTED PURSUANT TO A JUDGMENT OF THE UNITED STATES COURT OF APPEALS ENFORCING AN ORDER OF THE NATIONAL LABOR RELATIONS BOARD."**

**defaced, or covered by any other material. In the event that, during the pendency of these proceedings, the Respondent has gone out of business or closed the East Erie facility involved in these proceedings, the Respondent shall duplicate and mail, at its own expense, a copy of the notice in both English and Spanish to all current employees and former employees employed by the Respondent at any time since August 5, 2002.**

**(b) Within 21 days after service by the Region, file with the Regional Director a sworn certification of a responsible official on a form provided by the Region attesting to the steps that the Respondent has taken to comply.**

**It is ALSO ORDERED that Case No. 13-RC-20795 be severed and remanded to the Regional Director, who shall open the challenged ballot, count it and issue a new tally and certify the election results. If the Union has lost the election, the Regional Director shall conduct a new election when she deems it appropriate.**

**Dated, Washington, D.C. March**

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**Robert A. Giannasi**
**Administrative Law Judge**

JD–23–03
Chicago, Illinois

## APPENDIX

## NOTICE TO EMPLOYEES

**Posted by Order of the**
**National Labor Relations Board**
**An Agency of the United States Government**

**The National Labor Relations Board has found that we violated Federal labor law and has ordered us to post and obey this notice.**

### FEDERAL LAW GIVES YOU THE RIGHT TO

**Form, join, or assist a union**
**Choose representatives to bargain on your behalf with your employer**
**Act together with other employees for your benefit and protection**
**Choose not to engage in any of these protected activities**

**WE WILL NOT** coercively interrogate employees concerning their own and other employees' union activities.

**WE WILL NOT** threaten employees with the loss of their jobs or more onerous working conditions if they engage in union or protected concerted activities.

**We WILL NOT**, in any like or related manner, interfere with, restrain, or coerce, employees in the exercise of the rights guaranteed them by Section 7 of the Act.

**CHICAGO FUTURE, INCORPORATED**
(Employer)

Dated _____ By _____
(Representative) (Title)

The National Labor Relations Board is an independent Federal agency created in 1935 to enforce the National Labor Relations Act. It conducts secret-ballot elections to determine whether employees want union representation and it investigates and remedies unfair labor practices by employers and unions. To find out more about your rights under the Act and how to file a charge or election petition, you may speak confidentially to any agent with the Board's Regional Office set forth below. You may also obtain information from the Board's website: www.nlrb.gov.

200 West Adams Street, Suite 800, Chicago, IL 60606-5208

(312) 353-7570, Hours: 8:30 a.m. to 5 p.m.

THIS IS AN OFFICIAL NOTICE AND MUST NOT BE DEFACED BY ANYONE
THIS NOTICE MUST REMAIN POSTED FOR 60 CONSECUTIVE DAYS FROM THE DATE OF POSTING AND MUST NOT BE ALTERED, DEFACED, OR COVERED BY ANY OTHER MATERIAL. ANY QUESTIONS CONCERNING THIS NOTICE OR COMPLIANCE WITH ITS PROVISIONS MAY BE DIRECTED TO THE ABOVE REGIONAL OFFICE'S COMPLIANCE OFFICER, (312) 353-7170.